



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

September 18, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES: REQUEST TO APPROVE  
FORM CONTRACT FOR EMERGENCY SHELTER CARE SERVICES WITH  
VARIOUS LICENSED FOSTER PARENTS  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the use of the Form Contract (in substantially similar form to Attachment 1) with qualified, licensed foster parents for the provision of Emergency Shelter Care (ESC) services, to ensure 24 hours, 7 days a week continuous bed availability for children ages 0-17 years who are taken into protective custody.
2. Delegate authority to the Director of Department of Children and Family Services (DCFS), or her designee, to execute a Form Contract with each qualified, licensed foster parent and in the amount as indicated on Attachment 2, effective October 1, 2007, or the date of execution, whichever is later, through September 30, 2008, at a total maximum contract sum of \$614,400, financed using approximately 75 percent (\$460,800) Federal revenue, 17.5 percent (\$107,520) State revenue and 7.5 percent (\$46,080) net County cost (NCC). The cost of the Contracts for Fiscal Year (FY) 2007-08 is approximately \$460,800 and sufficient funding is included in the FY 2007-08 Adopted Budget. The cost is not claimed under Title IV-E Waiver.
3. Delegate authority to the Director of DCFS, or her designee, to execute Contracts with additional qualified, licensed foster parents, throughout the term of the Contract, should the need for additional ESC beds be necessary, provided the aggregate amount of all Contracts does not exceed the total maximum contract sum for this one-year Contract, after County Counsel and Chief Executive Officer (CEO) approvals, and instruct the Director of DCFS to notify

the Board of Supervisors (Board) and the CEO, in writing, within ten work days of execution of these Contracts.

4. Delegate authority to the Director of DCFS, or designee, to terminate an ESC Contract for convenience provided that: (1) the foster parent requests it in writing, at least 30 days in advance of the termination date; (2) the CEO approves the termination; (3) the Director of DCFS finds that it is in the best interest of the County to terminate the Contract for convenience; and (4) the Director of DCFS notifies the Board and the CEO in writing within ten work days of exercising the Termination for Convenience provision.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The current ESC Agreements expire on September 30, 2007. The purpose of the recommended action is to ensure continuous availability of beds contracted for temporary placements of children taken into protective custody, either by the Emergency Response Command Post (ERCP) or the case management staff, until more permanent arrangements can be made. The ESC services ensure availability of ESC beds for children, youth, sibling groups, and teen mothers and their infants.

It is vitally important that DCFS continues to maintain reliable and safe temporary placements for children taken into protective custody after normal office hours, on weekends and holidays. Without approval of the recommended actions, suitable placements would not be readily available in emergency situations; and the safety and well-being of those children would be greatly jeopardized.

This Board letter does not comply with the Board's policy requiring timely submission of Contracts to your Board for approval. Late submission is due to the consideration for programmatic changes that would restructure the distribution of ESC services to more effectively place children in their communities.

#### **Implementation of Strategic Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal No. 1 (Service Excellence), Goal No. 3 (Organizational Effectiveness) and Goal No. 5 (Children and Families' Well-Being). The recommended actions will ensure a safe haven for the children that need protection from abuse, neglect and distress.

### **FISCAL IMPACT/FINANCING**

The total maximum contract sum is \$614,400, and will be financed using approximately 75 percent (\$460,800) Federal revenue, 17.5 percent (\$107,520) State revenue and 7.5 percent (\$46,080) NCC. The cost of the Contract for FY 2007-08 is approximately \$460,800. Sufficient funding is included in the FY 2007-08 Adopted Budget. The cost is not claimed under Title IV-E Waiver.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DCFS contracts with qualified foster parents, who are licensed by the California Department of Social Services (CDSS) Community Care Licensing Division, and have at least one year of active experience as a Los Angeles County licensed foster parent to provide ESC services.

The Contract requires the ESC providers to have contracted beds continuously available 24 hours, 7 days a week, at pre-established monthly rates per bed as follows: children ages 0 to 12, \$300; youth ages 12 to 17, \$400; sibling groups ages 0 to 17, \$400 with a minimum of four beds or \$1,600; and teen mothers with their infants, \$600 for one teen bed and one crib. In addition to the monthly payment for having these contracted beds available for emergency temporary placement, the ESC providers are paid the B-rate foster care payment, on a pro-rated daily amount, for each day a bed is occupied by a child placed in their home.

The ESC Form Contract provides for full compliance with all applicable Federal, State, and local laws and regulations in delivering the ESC services. It also expressly provides that the County is not obligated to pay ESC providers an amount in excess of their maximum annual contract sum. Additionally, the County shall not ask the ESC providers to perform services beyond the Contract amount, scope of work or Contract term.

The Form Contract contains a provision that allows the ESC providers to request termination for convenience, with 30 days advance written notice, if the Contractor is no longer able or willing to continue providing services. DCFS believes that this termination for convenience would be appropriate as it would be in the County's best interests not to compel a provider to perform services when the provider is no longer willing or able to continue.

The Form Contract deviates from the standard insurance coverage requirements. It only requires homeowner's or renter's liability insurance with \$300,000 personal liability coverage and automobile insurance coverage at not less than what is required by State law.

The Form Contract excludes the following Board-mandated provisions: 1) consideration of hiring GAIN/GROW participants and consideration of hiring County employees targeted for layoffs (as the maximum contract sum is below \$250,000); 2) subcontracting (as only a qualified licensed foster parent is allowed to provide ESC services); 3) former foster youth consideration and child support compliance program (as the providers are sole proprietors); and 4) mandatory requirement to register on County's WebVen (foster parents are not required to register due to restrictions imposed by State regulations on confidentiality). In addition, the following provisions not applicable to the ESC providers have been deleted: Assignment and delegation, charitable non-profit activities compliance status, local small business enterprise, non-discrimination and Affirmative Action, and termination for breach of warranty to maintain child support compliance.

The Contractors have been found to be responsive and responsible contractors, and in compliance with all requirements. The Form Contract is in compliance with all Board and CEO requirements.

County Counsel has reviewed this Board Letter. The Form Contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

DCFS contracts with ESC providers through Procurement by Negotiation, as allowed by CDSS Manual of Policies and Procedures, Operations Manual, Division 23, Chapter 23-650.1.16, Emergency Shelter Care Contracts providing six or fewer beds. DCFS negotiated with the current eight ESC providers and asked if they would be interested in continuing to provide ESC services for one additional year after their current Contracts expire. All eight providers indicated their intention to continue providing ESC services effective October 1, 2007, through September 30, 2008.

Since Procurement by Negotiation Contracts has a one-year limit, DCFS anticipates the release of a solicitation for new Contracts with longer Contract terms within the next six months.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the ESC Contracts.

**IMPACT ON CURRENT SERVICES**

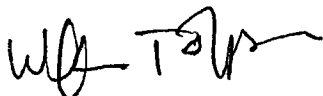
ESC Contracts have allowed ERCP and case management staff to access temporary placement options for children taken into protective custody after normal business hours, on weekends and holidays. Approval of the recommended actions would ensure continued availability of beds needed for emergency placement(s).

**CONCLUSION**

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of the Board Letter and Form Contract to:

1. Department of Children and Family Services  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, CA 90020  
Attention: Walter Chan, Manager
2. Office of County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 602  
Los Angeles, CA 90012  
Attention: Diane Cachena

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:BY  
GP:LC:lbm

Attachments (2)

c: County Counsel



**EMERGENCY SHELTER CARE SERVICES CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CONTRACTOR**

---

**LICENSED FOSTER PARENT**

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**CO-LICENSED FOSTER PARENT**

Department of Children and Family Services  
Contracts Administration  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

October 2007

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
EMERGENCY SHELTER CARE SERVICES CONTRACT

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Contract Number: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
EMERGENCY SHELTER CARE SERVICES**

Emergency Shelter Care Services (hereinafter referred to as "Contract").

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

\_\_\_\_\_  
Licensed Foster Parent

\_\_\_\_\_  
Co-licensed Foster Parent

hereinafter referred to as  
"CONTRACTOR"

**RECITALS**

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide Emergency Shelter Care Services; and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are for children who may have been neglected, abused, or exploited, or who are in imminent danger of such, in furtherance of the Department of Children and Family Services Strategic Plan 2000; and

WHEREAS, pursuant to the provisions of the California Department of Social Services, Child Welfare Services Manual, Child Welfare Services Program Placement Sections 31-410 and 31-415, the County of Los Angeles is designated to administer emergency shelter care services; and

WHEREAS, CONTRACTOR warrants that he/she is a foster parent, licensed by the California Department of Social Services, Community Care Licensing Division, with at least one year of foster parenting experience.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

## **PART I: UNIQUE TERMS AND CONDITIONS**

### **1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**

- 1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 7.0, "Change Notices and Amendments" and signed by both parties.
- 1.2 Attachments A, B, C, D, E, F and G set forth below, are attached to and incorporated by reference in this Contract.
- 1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.
- 1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	CONTRACTOR Acknowledgement and Confidentiality Agreement
Attachment B	Auditor-Controller Contract Accounting and Administration Handbook
Attachment C	Safely Surrendered Baby Law Fact Sheet
Attachment D	CONTRACTOR's Administration
Attachment E	COUNTY's Administration
Attachment F	CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
Attachment G	Listing of Contractors Debarred in Los Angeles County

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. "Contract" - means a legally binding agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.
- B. "Day" or "Day(s)" – means whether singular or plural, whether with initial letter capitalized or not, shall mean calendar day(s) and not business or workday, unless otherwise specified.
- C. "DCFS" - means COUNTY's Department of Children and Family Services.
- D. "Director" - means COUNTY's Director of Children and Family Services or her authorized designee.
- E. "Fiscal Year(s)" - means COUNTY's Fiscal Year which commences July 1 and ends the following June 30.
- F. "Maximum Contract Sum" - means the total amount payable under this Contract.
- G. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.
- H. "Statement of Work" means a written description of tasks and/or deliverables provided by CONTRACTOR pursuant to this Contract identified in Exhibit A, Statement of Work, with all attachments thereto.
- I. "Subcontract" means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract. (CONTRACTOR is expressly prohibited from subcontracting any portion of this Contract).
- J. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.
- K. "COUNTY" – means the Department of Children and Family Services on behalf of the County of Los Angeles and its Board of Supervisors.
- L. "COUNTY's Program Manager" (CPM) – means COUNTY representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

## 2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

### **3.0 TERM AND TERMINATION**

- 3.1 The term of this Contract shall commence October 1, 2007 or date of execution by the Director or her designee, whichever is later, and shall continue through September 30, 2008, unless terminated earlier as provided in this Contract.
- 3.2 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit B, Attachment E, County's Administration.

### **4.0 CONTRACT SUM**

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR at the rates described in Exhibit A-2, Pricing Schedule, Emergency Shelter Care Bed Rates, pursuant to Exhibit A-3, Emergency Shelter Care Services Capacity Agreement, for services as set forth herein, and in Exhibit A, Statement of Work, of this Contract.
- 4.2 The total amount payable under this Contract is not to exceed \$\_\_\_\_\_, Maximum Contract Sum for \_\_\_\_\_ (number of ESC available beds and rates as provided in Exhibit A-3, Emergency Shelter Care Services Capacity Agreement).
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating total monthly income and total monthly expenses for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as Exhibit A-4, Line Item Budget. Budgeted expenses shall be reduced by applicable contractor revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. CONTRACTOR represents and warrants that the Line Item Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Line Item Budget. In the event the Maximum Contract Sum is increased or decreased pursuant to Part II, Section 7.0, Change Notices and Amendments, hereof, CONTRACTOR shall prepare and submit an amended budget.
- 4.4 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

- 4.5 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the COUNTY at the address herein provided in Exhibit B, Attachment E, County's Administration.

## **5.0 INSURANCE REQUIREMENTS**

### **5.1 General Insurance Requirements:**

CONTRACTOR shall provide and maintain the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles  
Department of Children and Family Services  
Contracts Administration  
Attention: Contract Administrator  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Such certificates or other evidence shall:

- 5.1.1.1 Specifically identify this Contract;
- 5.1.1.2 Clearly evidence all coverage required in this Contract;  
and
- 5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

- 5.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best

rating of not less than A:VII, unless otherwise approved by COUNTY.

5.1.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

5.1.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

5.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence;

5.1.4.2 Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract; and

5.1.4.3 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

5.1.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.2 Insurance Coverage Requirements:

CONTRACTOR must maintain the following insurance:

5.2.1 Personal Automobile insurance, covering the CONTRACTOR against liability to others for bodily injury or property damage arising out of the ownership, maintenance or use of the CONTRACTOR's automobile(s). Such insurance shall provide liability coverage limits not less than those required by state law.

5.2.2 Homeowner(s) or Renter(s) insurance, with \$300,000 personal liability coverage, covering the CONTRACTOR against liability to others for bodily injury or property damage resulting from the CONTRACTOR's use of the residence premises where children placed for Emergency Shelter Care will reside.

## **6.0 INVOICES AND PAYMENTS**

6.1 CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work. The CONTRACTOR shall prepare invoices in accordance to Exhibit A-5, Invoice, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of the Contract. The CONTRACTOR shall be paid only for the services approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payments shall be due to the CONTRACTOR for that work.

6.2 CONTRACTOR's invoices shall be priced in accordance with Exhibit A-2, Pricing Schedule, Emergency Shelter Care Bed Rates, and Exhibit A-3, Emergency Shelter Care Services Capacity Agreement.

6.3 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within five (5) days of the last day of the previous month. Past due invoices shall be submitted no later than 60 days after the last day of the month in which the services were rendered. Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that the COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than 60 days after the last day of the month in which the services were rendered.

6.4 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original invoices to:

County of Los Angeles  
Department of Children and Family Services  
Emergency Shelter Care Program  
Attention: County Program Manager  
9320 Telstar Avenue, Suite 216

El Monte, CA 91731

And a duplicate copy of the invoices to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Fiscal Operations Division, Contracts Accounting  
425 Shatto Place, Room 204  
Los Angeles, CA 90020

- 6.5 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Program Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.
- 6.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 6.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 6.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty 30 days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within 30 days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 6.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.



## **7.0 CONFIDENTIALITY**

- 7.1 CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.2 CONTRACTOR shall sign and adhere to the provisions of Exhibit B, Attachment A, "Contractor Acknowledgement and Confidentiality Agreement".
- 7.3 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 7.4 CONTRACTOR agrees to notify COUNTY in writing within 24 hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a backdoor or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.
- 7.5 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code (WIC) and MPP Division 19.

## **8.0 CONFIDENTIALITY REQUIREMENTS FOR PLACEMENT CONTRACTS**

- 8.1 Pursuant to applicable WIC sections, including but not limited to sections 5328 through 5330, 10850 and 827, all placed children's records are confidential. Portions of these confidential records, pertaining to the treatment or supervision of the child, shall be shared with CONTRACTOR pursuant to the DCFS policies in effect and applicable State and federal laws. The Juvenile Court has exclusive jurisdiction over juvenile records, documents and case information as well as the responsibility to maintain their confidentiality and the confidentiality of dependent children. A child under DCFS' supervision may not be videotaped, photographed, voice recorded or interviewed, for media, research or other purposes, unless the Juvenile Court has issued an order permitting such access. Anyone requesting to review a placed child's case records, interview a placed child for research or media purposes, or photograph or videotape a placed child, must obtain written approval in accordance with Juvenile Court

policy as described in Los Angeles Superior Court, Local Rules, Chapter 17, Juvenile Division, Dependency Proceedings, effective May 1, 1999. CONTRACTOR agrees to maintain the confidentiality of its records and conform to existing orders of the Juvenile Court and policies promulgated by State and federal laws and COUNTY policies regarding the placed child's confidentiality.

8.1.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records, in accordance with all applicable federal, State and local laws, regulations, ordinances and directives regarding confidentiality.

8.1.2 To the extent that CONTRACTOR, is a "covered entity" under the Federal Health Insurance Portability and Accountability Act (HIPAA), CONTRACTOR and COUNTY agree that CONTRACTOR, may release "protected health information," as that term is defined by HIPAA, to DCFS, without a signed authorization, for the purpose of coordinating or managing the care of placed children.

## **9.0 TERMINATION FOR CONVENIENCE BY COUNTY**

9.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

9.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

9.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

9.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

9.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Part II, Section 32, Record Retention and Inspection/Audit Settlement.

9.4 COUNTY shall not compel CONTRACTOR to perform services when CONTRACTOR is no longer able or willing to continue providing services.

#### **10.0 TERMINATION FOR CONVENIENCE BY CONTRACTOR**

CONTRACTOR may request to terminate for convenience with 30 days written advance notice to the COUNTY Program Manager if the CONTRACTOR is no longer able or willing to continue providing services under this Contract.

## **PART II: STANDARD TERMS AND CONDITIONS**

# **STANDARD TERMS AND CONDITIONS**

## **1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **1.1 CONTRACTOR's Program Administration**

1.1.1 CONTRACTOR is designated in Exhibit B, Attachment D, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR.

1.1.2 CONTRACTOR shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Coordinator on a regular basis.

## **2.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Sub-sections is designated in Exhibit B, Attachment E, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

### **2.1 COUNTY's Program Manager**

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

### **2.2 COUNTY's Contract Program Coordinator**

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

### **3.0 AMERICANS WITH DISABILITIES ACT (ADA)**

The CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

### **4.0 ASSIGNMENT AND DELEGATION**

- 4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 4.2 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

### **5.0 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

## 6.0 BUDGET REDUCTION

In the event that the County's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar Days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## 7.0 CHANGE NOTICES AND AMENDMENTS

- 7.1 The COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the CONTRACTOR and by DCFS Director.
- 7.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the County's Board of Supervisors or the Director in the event the Director has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 7.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS Director.
- 7.4 The Director of DCFS or the County's Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Part I, Section 3.0, Term and Termination, of this Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared and executed by the CONTRACTOR and by DCFS.

## **8.0 CHILD ABUSE PREVENTION REPORTING**

- 8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.
- 8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protection agency as defined in Section 11164, et seq. of the Penal Code.

## **9.0 COMPLIANCE WITH APPLICABLE LAWS**

- 9.1 CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.
  - 9.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.
  - 9.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.
- 9.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.



- 9.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR of any such laws, rules, regulations, ordinances, or directives.

## **10.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

## **11.0 CONDUCT OF PROGRAM**

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

## **12.0 CONFLICT OF INTEREST**

- 12.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 12.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of

such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

### **13.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING**

- 13.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit B, Attachment B, Auditor-Controller Contract Accounting and Administration Handbook.
- 13.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

### **14.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 14.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 14.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 14.3 The COUNTY may debar a contractor if the Board of Supervisors, finds in its discretion, that a Contractor has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which

indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 14.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 14.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 14.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.
- 14.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation.

Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

14.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

## **15.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit B, Attachment F, in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit B, Attachment F, CONTRACTOR's Obligations Under HIPAA.

## **16.0 CONTRACTOR'S WORK**

16.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

16.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **17.0 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance

of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

## **18.0 CRIMINAL CLEARANCES**

18.1 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

## **19.0 EVENTS OF DEFAULT**

### **19.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

19.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

19.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **19.2 Default for Insolvency**

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

19.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

19.2.2 The filing of a voluntary petition in bankruptcy;

19.2.3 The appointment of a Receiver or Trustee for CONTRACTOR; and

19.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### 19.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## 20.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than two years. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## 21.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 22.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

## 23.0 INDEPENDENT CONTRACTOR STATUS

- 23.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

## **24.0 LIQUIDATED DAMAGES**

- 24.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 24.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:
- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
  - (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted

and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

24.3 The action noted in Sub-section 24.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

24.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 24.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## **25.0 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

## **26.0 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

## **27.0 NOTICE OF DISPUTE**

The CONTRACTOR shall bring to the attention of the COUNTY Program Manager and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Program Manager or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

## **28.0 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit B, Attachment D, CONTRACTOR's Administration and Exhibit B, Attachment E, COUNTY's Administration.



## **29.0 PROPRIETARY RIGHTS**

- 29.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 29.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 29.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 29.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Sub-Section 29.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 29.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Sub-section 29.4 for:
- 29.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Sub-section 29.3;

29.5.2 Any materials, data and information covered under Sub-section 29.2; and

29.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

29.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

29.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

29.8 The provisions of Sub-sections 29.5, 29.6, and 29.7 shall survive the expiration or termination of this Contract.

### **30.0 PUBLIC RECORDS ACT**

30.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Part II, Section 32.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

30.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees

to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **31.0 PUBLICITY**

31.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

31.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

31.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

31.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-section shall apply.

### **32.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

32.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

32.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the United States Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all timecards and other employment records and

confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

- 32.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 32.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 32.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand, or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract

exceed the funds appropriated by the COUNTY for the purpose of this Contract.

### **33.0 RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **34.0 SAFELY SURRENDERED BABY LAW**

#### **34.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **35.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

#### **35.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Program Manager:**

35.1.1 CONTRACTOR has materially breached this Contract;

35.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

35.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 35.2 In the event COUNTY terminates this Contract in whole or in part as provided in Sub-section 35.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess cost incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- 35.3 CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 35.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.
- 35.4 If, after the COUNTY has given notice of termination under the provisions of this Section, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section or that the default was excusable under the provisions of Sub-section 35.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part I, Section 11.0, Termination for Convenience by County.
- 35.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Sub-section 35.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 35.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due

to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

35.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 22.0, Indemnification.

35.6 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **36.0 TERMINATION FOR IMPROPER CONSIDERATION BY COUNTY**

36.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

36.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

36.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **37.0 TERMINATION FOR INSOLVENCY**

37.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

37.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts

as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

37.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

37.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR;  
or

37.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

37.2 The rights and remedies of the COUNTY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **38.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

### **39.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

### **40.0 USE OF FUNDS**



All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

#### **41.0 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **42.0 WAIVER**

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **43.0 WARRANTY AGAINST CONTINGENT FEES**

43.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

43.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Patricia S. Ploehn, LCSW, Director  
Department of Children and Family Services

CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_ Licensed Foster Parent \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_ Co-Licensed Foster Parent \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, JR., County Counsel

BY \_\_\_\_\_  
Jill M. Meyers, Associate County Counsel

County of Los Angeles  
Department of Children and Family Services

**EMERGENCY SHELTER CARE SERVICES**

**EXHIBIT A: STATEMENT OF WORK**

COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
EMERGENCY SHELTER CARE SERVICES  
STATEMENT OF WORK

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## STATEMENT OF WORK

### 1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in

integrating the COUNTY's health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### ***Personal Service Delivery***

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### ***Service Access***

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### ***Service Environment***

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment

- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2.0 INTRODUCTION**

Emergency Shelter Care (ESC) services are temporary placements of children (0-12 years), youth (13-17 years), sibling groups, or teen mothers and their infants, who have been taken into protective custody because they have been reported to either law enforcement or DCFS as being subjected to, or being in danger of, emotional and/or physical neglect, abuse, or exploitation.

## **3.0 DEFINITIONS**

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 3.1 Children's Social Worker (CSW) – means Social Workers with the Department of Children and Family Services (DCFS) managing caseloads of children who are under the supervision and custody of DCFS.
- 3.2 CONTRACTOR's Program Director (CPD) – means CONTRACTOR's officer or employee responsible for administering the Contract in accordance with the Statement of Work.

## **4.0 PROGRAM MANAGEMENT REQUIREMENTS**

The COUNTY shall provide a Program Manager (CPM) to coordinate the delivery of the services of this Contract with the CPD.

- 4.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this Contract.
- 4.2 The CPM will provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.



- 4.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this Contract.
- 4.4 The CPM is responsible for daily management of Contract operation and overseeing monitoring activities. The CPM, is identified as:

Department of Children and Family Services

Emergency Shelter Care Program

Attention: Robert P. Rogers, Ph.D

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9320 Telstar Avenue, Suite 216

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El Monte, CA 91731

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(626) 569-6813

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- 4.5 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.
- 4.6 Overall project coordination between CONTRACTOR and COUNTY shall be through the CPM or designee and the CONTRACTOR, authorized representative(s) or their designated alternates.

## **5.0 COUNTY'S GENERAL RESPONSIBILITIES**

- 5.1 COUNTY shall appoint a CPM who shall be responsible for monitoring CONTRACTOR's activities and providing technical guidance to ensure CONTRACTOR meets or exceeds program objectives and requirements.
- 5.2 The CPM shall provide guidance to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.
- 5.3 COUNTY shall determine the eligibility of children for ESC services and may unilaterally place with CONTRACTOR children who COUNTY has determined to be in need of such services.
- 5.4 COUNTY shall have sole authority and discretion in determining which children will be placed in or removed from CONTRACTOR's home.
- 5.5 COUNTY shall not make any placements that are in excess of the CONTRACTOR's licensed capacity.
- 5.6 COUNTY shall not place children in CONTRACTOR's home if one or more of the following conditions exist:

5.6.1 CONTRACTOR's home is on Investigative Hold, Do Not Refer, or Do Not Use status.

5.6.2 CONTRACTOR appropriates documentation (placement packets issued to foster parent by DCFS command Post) at the time of placement of child.

5.6.3 CONTRACTOR is on leave of absence.

## **6.0 CONTRACTOR'S GENERAL RESPONSIBILITIES**

6.1 CONTRACTOR shall work with the COUNTY Program Manager to help resolve any potential areas of difficulty before a problem occurs.

6.2 CONTRACTOR shall immediately notify COUNTY of any changes in CONTRACTOR's authorized personnel that may affect the operation of this Contract. Such personnel changes are subject to the approval of the CPM or designated alternate.

6.3 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.

## **7.0 REPORTS AND RECORD KEEPING**

7.1 CONTRACTOR shall provide COUNTY with a monthly invoice. CONTRACTOR shall include in the monthly service report copies of any and all Corrective Action Plans issued during the prior month and notes on any changes to internal processes, policies or procedures required to comply with any Corrective Action Plans.

## **8.0 SCOPE OF WORK**

8.1 CONTRACTOR shall make available, on a 24-hours, 7-days a week basis, the number of beds in the Emergency Shelter Care Services Capacity Agreement.

8.2 CONTRACTOR obtains a monthly payment for 24-hours, 7-days a week availability of beds. CONTRACTOR is compensated at set rates on specific bed categories/age groups, as follows:

<u>Category/Age Group</u>	<u>Monthly Rate Per Bed</u>
Children Age 0-12	\$300
Youth Age 13-17	\$400
Sibling Group Age 0-17 (4-bed minimum)	\$400
Teenage Mother & Infant (1 adult bed/1crib)	\$600

In addition to the above rate, CONTRACTOR is compensated at the “B”, “D”, or “F” AFDC-FC rate-depending on minor’s qualifications-for the days the minor remains in the ESC home.

CONTRACTOR shall ensure a safe environment for ESC children placed in its care. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Agreement and on the following chart (Exhibit A-1), Performance Requirements Summary that includes Deliverables, Outcomes, Tasks, and Monitoring Method, which also identifies the intended outcomes and monitoring methods. In addition, CONTRACTOR shall meet or exceed the Performance Targets described in Section 9.0 Performance Measure Summary Child Safety and Well-Being. Throughout the term of this Agreement, DCFS will monitor CONTRACTOR’s performance and any failure by CONTRACTOR to comply with the terms of the Agreement, including but not limited to the tasks described on the following chart (Exhibit A-1, Performance Requirement Summary), or any failure by CONTRACTOR to meet the Performance Targets described in Section 9.0, Performance Measure Summary Child Safety and Well-Being, may result in COUNTY’s termination of the use of the ESC home or any part of this Agreement, and/or placement of CONTRACTOR on “Investigative Hold”, “Do Not Refer”, or “Do Not Use” status.

**9.0 PERFORMANCE MEASURE SUMMARY  
CHILD SAFETY AND WELL-BEING**

**PROGRAM: EMERGENCY SHELTER CARE**

**PROGRAM TARGET GROUPS:** Children who are in need of Emergency Shelter Care

**PROGRAM GOAL AND OUTCOME:**

Child Safety and well-being – Children shall improve the level of functioning in the areas of education/emancipation preparation, health, behavior, social and emotional well-being.

<b><u>OUTCOME INDICATORS</u></b>	<b><u>METHOD OF DATA COLLECTION</u></b>	<b><u>PERFORMANCE TARGETS</u></b>
<p>Abuse &amp; Neglect referrals and their dispositions.</p> <p>Substantiated allegations against CONTRACTOR</p> <p>Child-to-child injuries resulting from lack of supervision.</p>	<p>CWS/CMS</p> <p>Child's Safety File</p> <p>Corrective Action Plans</p>	<p>100% of children are free from a report of substantiated maltreatment by the CONTRACTOR.</p> <p>100% of children are free from a report of child-to-child injuries while under the supervision of the CONTRACTOR.</p>
<p>CONTRACTOR shall take minor to the doctor as requested by the CSW. CONTRACTOR shall comply with child's medical/dental needs during placement</p>	<p>Monitor will request documentation of medical/dental visits.</p>	<p>100% of all children to receive medical/dental services.</p>
<p>CONTRACTOR responsiveness to calls made for placement.</p>	<p>Reports from Command Posts and/or other DCFS personnel.</p> <p>Telephone calls by Program Manager.</p>	<p>90% of all calls made by DCFS to CONTRACTOR regarding placements of a child shall be returned by CONTRACTOR within 30 minutes of when the DCFS call was placed.</p>

CONTRACTOR ability to place children in open beds.	<p>Reports from Command Post and/or other DCFS personnel.</p> <p>Telephone calls by Program Manager.</p>	<p>90% of all calls made by DCFS to CONTRACTOR regarding placements of a child shall result in placement of the child in an open bed held by CONTRACTOR.</p> <p>95% of unoccupied beds must be reported to DCFS within 2 hours.</p>
CONTRACTOR submission of Requests for Time-Off 30-days in advance.	Monitor request forms submitted by CONTRACTOR.	100% of all requests for time-off made by CONTRACTOR shall be submitted at least 30-days in advance.

### PERFORMANCE REQUIREMENTS SUMMARY

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
1.0	<b>ENSURE CHILDREN'S RIGHTS, AND PROVIDE SUPERVISION TO CHILDREN</b>			
1.1	Ensure children's rights	Child Safety and well-being	CONTRACTOR shall observe the regulations of the Foster Youth Bill of Rights stated in Exhibit A-12 to ensure child safety, the safety of others and the CONTRACTOR's role as a foster parent.	Program Manager monitors all complaints pertaining to violations within the Foster Youth Bill of Rights.
1.2	Allow COUNTY Children's Social Worker's contact	Social and emotional well-being of children	CONTRACTOR shall allow COUNTY Children's Social Worker's Contact regarding child's well-being and possible long-term placement of the child currently placed in CONTRACTOR's home.	Program Manager monitors related complaints from CSWs.
1.3.	Provide supervision of children in placement.  The Contractor shall, in accordance with Title 22, monitor and know where the children are at all times.	Child Safety and well being.	CONTRACTOR or ESC alternate shall supervise children placed in home at all times. CONTRACTOR or ESC alternate shall ensure that no children are left unattended	Monitor by Program Manager through site visits complaints and reviewing CWS/CMS

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
2.0	<b>CONTRACTOR'S MINIMUM REQUIREMENTS</b>			
2.1	Require Foster Family Home State License	Child Safety	CONTRACTOR shall have and maintain a valid foster family home license, issued by the California Department of Social Services (CDSS), Community Care Licensing Division (CCL), and shall conform to all applicable licensing regulations and foster care standards established by CDSS, CCL and DCFS during the term of this Agreement	Program Manager reviews copy of the foster family home license.
2.2	Possess a minimum of one year experience either as a: <ul style="list-style-type: none"> <li>• Licensed foster parents</li> <li>• Small Family Homes</li> <li>• One year experience as a Certified Foster Parent.</li> </ul>	Child Safety	CONTRACTOR shall have at least one year of active experience as a certified foster parent and/or Small Family Home.	Program Manager verifies the CONTRACTOR's child placement history on CWS/CMS and cross reference with CCL
2.3	Be in good standing	Child Safety	CONTRACTOR's status, either with the State of California, CCL Division, or DCFS shall not be on "Do Not Refer," "Do not Use," or "Investigative Hold".	Program Manager performs a comprehensive background check of the licensing status and cross-references check with CCL.

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
2.4	Provide proof of automobile insurance/driver's license	Child Safety	CONTRACTOR must provide evidence of current automobile insurance and a copy of the driver's license for all licensed drivers residing in their home, or who will provide transportation to children placed in their residence.	Program Manager reviews copy of the current automobile insurance policy (ies) and driver's licenses.
2.5	Provide proof of homeowner's/renter's liability insurance	Child Safety	CONTRACTOR shall provide evidence of current homeowners/renters liability insurance and maintain such insurance throughout the term of Agreement.	Program Manager reviews copy of the current homeowner / renter liability insurance policy.
2.6	Certify a child daycare program will not exceed a total of six (6) children, which includes foster children, in the residence	Child Safety	CONTRACTOR shall certify that he/she will not operate a child daycare program exceeding a total of six (6) children, which includes foster children in his/her residence.	Program Manager monitors through site visits.
2.7	Submit to, and pass, home visit evaluations	Child Safety	CONTRACTOR shall submit to, and pass, a home-visit evaluation prior to placement of any children.	Program Manager monitors through site visits.
<b>3.0</b>	<b>ENSURING MEDICAL AND DENTAL NEEDS</b>			
3.1	Provide routine health care services	Child health and well-being	CONTRACTOR shall provide placed children routine health care services, pre-scheduled from a Medi-Cal provider or from any COUNTY medical facility, and shall transport the children to any and all medical and/or dental appointments.	Program Manager monitors through telephone calls, complaints, site visits, and reports to ensure medical attention is provided.



	<b>DELIVERABLE</b>	<b>OUTCOME</b>	<b>TASK</b>	<b>MONITORING METHOD</b>
3.2	Follow medical emergency procedures	Child health and well-being	In case of medical emergencies, CONTRACTOR shall immediately obtain proper medical treatment for a child in need of such services through a Medi-Cal provider or from any COUNTY medical facility. CONTRACTOR may also utilize any other medical facility for such emergency medical treatment	Program Manager monitors through telephone calls and reports.
3.3	Notify COUNTY when a placed child received medical emergency attention	Child health and well-being	CONTRACTOR shall notify within 4 hours of emergency treatment (except where noted) all the following COUNTY personnel regarding a placed child who received medical emergency attention: (a) Notify child's CSW between the hours of 8:00 a.m. and 5:00 p.m.; (b) Notify the Child Abuse Hotline (1-800-540-4000) between the hours of 5:00 p.m. and 8:00 a.m., or on weekends and holidays; (c) Notify the ESC Program Manager at (1-866-885-9332), leaving a message on the voicemail system if unable to reach a person, and (d) Notify State of California CCL Regional Office assigned to CONTRACTOR when licensed	Program Manager monitors through telephone calls and reports.
<b>4.0</b>	<b>ACCEPTING ESC CHILDREN PLACEMENTS</b>			
4.1	Maintain the beds stated in the Capacity Agreement	Child Safety	CONTRACTOR shall make available on a 24 hours, seven days a week basis the number of beds in the ESC Services Capacity Agreement Exhibit A-3. The number of available beds for placements shall at no time exceed CONTRACTOR's licensed capacity approved by DCFS.	Program Manager monitors through site visits.
4.2	Accept referred placements	Child Safety	CONTRACTOR shall accept all referred placements from COUNTY and shall not refuse any such placements unless exceptional conditions apply.	Program Manager monitors through site visits and complaints.

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
4.3	Identify exceptional conditions that might hinder acceptance	Child Safety	Exceptional conditions could be: (a) Placements in CONTRACTOR's home environment that would endanger the child; (b) CONTRACTOR's home is on an approved "Do Not refer," "Do Not Use," or "Investigative Hold," (c) The beds in CONTRACTOR's home are occupied with prior ESC placements; (d) CONTRACTOR is not presented with appropriate documentation (placement packets) at the time of placement of a child; (e) CONTRACTOR is on leave of absence; (f) CONTRACTOR's Agreement has been terminated. CONTRACTOR shall not refuse placements for reasons other than those which are stated in Deliverable #4.3	Program Manager monitors all complaint forms generated by Emergency Response Command Post (ERCP) and/or Resource Utilization Management Unit (RUM).
<b>5.0</b>	<b>PLACEMENT AND REMOVAL OF CHILDREN</b>			
5.1	Respond to calls made for placement	Child safety and well-being	90% of all calls made by DCFS to CONTRACTOR regarding placement of a child shall be returned by CONTRACTOR within 30 minutes of when the DCFS call was placed.	Program Manager monitors reports from Command Posts and /or other DCFS personnel, and by periodic telephone calls.
5.2	Monitor children's length of stay/notify COUNTY on the 7 <sup>th</sup> day of child's continuous placement	Child Safety	COUNTY's preference is to limit the length of stay of an eligible child placement in CONTRACTOR's home to less than 14 days; however, due to court proceedings and other scheduling factors, the COUNTY may extend the length of stay of a child beyond the 14-day limit. In such circumstances CONTRACTOR shall accept placement beyond the 14-day limit. CONTRACTOR shall notify COUNTY on the 7 <sup>th</sup> day of any child's continuous placement.	Program Manager monitors notification by CONTRACTOR.

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
5.3	Be aware of COUNTY's authority and discretion in children's placement and removal	Child Safety	COUNTY shall have sole authority and discretion in determining placement and removal. CONTRACTOR shall recognize that the COUNTY reserves the right to remove any or all children in or from CONTRACTOR's home at any time. COUNTY shall, if possible, provide advance notice of such removal.	Program Manager monitors placements.
<b>6.0</b>	<b>REPORTING PROCEDURES</b>			
6.1	Report changes in licensed capacity	Child Safety	CONTRACTOR shall immediately report to COUNTY any change in licensed capacity within twenty-four (24) hours of such changes.	Program Manager monitors through site visits and reports.
6.2	Report number of vacant and/or occupied beds	Child Safety	CONTRACTOR shall notify 95% of unoccupied bed within 2 hours to the Program Manager. Any available bed within the Agreement capacity, not occupied by an ESC child, is considered to be vacant. Failure to report vacancies is a violation of this Agreement and is subject to remedial action, including, but not limited to termination of this Agreement.	Program Manager cross-references all reported information with the daily contract home profile report.
6.3	Report to Program Manager discussion with CSW regarding a child's stay beyond 14-day limit.	Child Safety	CONTRACTOR shall immediately (i.e. the same day) report to Program Manager any discussion between CONTRACTOR and CSW regarding possible extension of a child's stay beyond 14-day limit.	Program Manager monitors reports of CONTRACTOR.
6.4	Report unavailability of residence	Child Safety	CONTRACTOR shall notify Program Manager within 24 hours when beds are unavailable for reasons, which include, but are not limited to, foreclosure, fire, disaster, civil unrest, or loss of State License.	Program Manager monitors notifications of unavailability.
<b>7.0</b>	<b>COMMUNICATION</b>			

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
7.1	Ensure adequate responsiveness to calls made for placement	Child Safety and Well-being	CONTRACTOR shall be responsive to DCFS, by responding within 30 minutes to any calls made for placements.	Program Manager monitors through complaints and periodic telephone calls.
7.2	Ensure adequate telephone services	Child Safety	CONTRACTOR shall maintain direct communication with Program Manager with adequate telephone services. CONTRACTOR shall at all times have a telephone in working order and maintain a back-up telephone number or alternate means of communication.	Program Manager monitors through periodic telephone calls.
7.3	Report phone failure and phone number changes	Child Safety	CONTRACTOR shall notify Program Manager of any failure or non-service of his/her telephone, or change in telephone number within 24 hours.	Program Manager monitors through periodic telephone calls.
7.4	Maintain frequent contact with Program Manager	Child Safety	CONTRACTOR shall maintain frequent communications with the Program Manager, including but not limited to, telephone communication, and meetings, as specified herein and as required by the COUNTY.	Program Manager monitors communications with CONTRACTOR
7.5	Maintain a back-up telephone number	Child Safety	CONTRACTOR shall maintain a back-up telephone number or alternate means of communication.	Program Manager monitors through periodic telephone calls.
8.0	<b>CONTRACTOR'S LEAVE OF ABSENCE</b>			

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
8.1	Submit Requests for Time-Off	Child Safety	CONTRACTOR is entitled to a leave of absence without compensation. A Request for Time Off, Exhibit A-10, shall be completed for vacation, time off and/or any other reasons CONTRACTOR shall notify Program Manager in writing at least 30 days prior to requested starting date of a leave of absence. A leave of absence shall be taken in increments of no less than seven days each. CONTRACTOR shall not be entitled to payment for any leaves of absence.	Program Manager monitors request forms submitted by CONTRACTOR.
8.2	Follow rule for Termination of ESC Agreement	Child Safety	CONTRACTOR shall notify Program Manager in writing at least 30 days to a request to terminate the Agreement using Exhibit A-9. Failure to do so shall constitute a breach of contract.	Program Manager monitors request forms submitted by CONTRACTOR.
<b>9.0</b>	<b>CLOTHING</b>			
9.1	Clothing Allowance for the children	Child Well-being	CONTRACTOR must purchase clothing for the children, all receipts must be kept with the CONTRACTOR for audit purposes.	Program Manager monitors through site visits by verifying receipts.
9.2	When the placed child is discharged	Child Well-being	CONTRACTOR shall ensure that the placed Child's clothing and belongings accompany the child to the next placement. If the child is AWOL, the CONTRACTOR shall verbally notify the CSW within the timeframe of four hours and secure the belongings for no more than 14 days. The CSW is responsible for obtaining the Child's belongings within, but no later than 14 days.	Program Manager monitors through site visits.
<b>10.0</b>	<b>VISITS</b>			

	DELIVERABLE	OUTCOME	TASK	MONITORING METHOD
10.1	Monitoring of visits	Child Safety	CONTRACTOR should facilitate visits between the child and the parents.	Program Manager monitors through site visits.
<b>11.0</b>	<b>Training</b>			
11.1	Training Requirements	Child Safety	CONTRACTOR must attend the following training per County and State requirements: <ul style="list-style-type: none"> <li>• Basic Rate.....12 hours</li> <li>• D-Rate.....18 hours</li> <li>• F-Rate.....12 hours</li> </ul>	Program Manager monitors through site visits.

**PRICING SCHEDULE  
EMERGENCY SHELTER CARE BED RATES**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

County shall pay the monthly rate listed below for each type of bed that CONTRACTOR has contracted for as specified in Exhibit A-3, Emergency Shelter Care Services Capacity Agreement.

<u>Number of Available Beds</u>	<u>Category/Age Group</u>	Monthly Rate Per Available Bed
	Children Ages 0-12:	\$300
	Youth Ages 13-17:	\$400
	Sibling Group Placements Ages 0-17: (4-bed minimum)	\$400
	Teen Mom (under 18 years) and her Infant: (Rate includes a bed for the mother and a separate crib for the infant)	\$600

## EMERGENCY SHELTER CARE SERVICES CAPACITY AGREEMENT

Contractor's Name: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

Contractor's Vendor Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Telephone Number(s): \_\_\_\_ (\_\_\_\_) \_\_\_\_

Back-up/ alternate Telephone Number(s): \_\_\_\_ (\_\_\_\_) \_\_\_\_

Licensed Capacity (Number of Beds): \_\_\_\_\_

DCFS Approved Capacity (Number of Beds): \_\_\_\_\_ Date Approved \_\_\_\_\_  
(mm/dd/yr)

### EMERGENCY SHELTER CARE CAPACITY:

CONTRACTOR Agrees to provide Emergency Shelter Care Capacity as follows:  
(The maximum total number of beds any one contractor can provide is six)

Number of Beds \_\_\_\_\_ for Children, ages 0-12; Male \_\_\_\_\_ Female \_\_\_\_\_

Number of Beds \_\_\_\_\_ for Youth, ages 13-17; Male \_\_\_\_\_ Female \_\_\_\_\_

Number of Beds \_\_\_\_\_ for Teen moms

Number of Beds \_\_\_\_\_ for Teen moms' infant children

**(a separate crib is required for each infant)**

Number of Beds \_\_\_\_\_ for sibling groups, ages 0-17; Male \_\_\_\_\_ Female \_\_\_\_\_  
(a minimum of 4 beds must be available for sibling groups with a maximum of 2 children per bedroom)

Signature \_\_\_\_\_

Date \_\_\_\_\_



## Sample Line Item Budget

NAME OF FOSTER FAMILY HOME: \_\_\_\_\_

SERVICE CATEGORY: EMERGENCY SHELTER CARE

This budget shall contain CONTRACTOR's proposed monthly expenses to provide Emergency Shelter Care services base don the number of available ESC beds, and the category of these available beds that CONTRACTOR has entered into agreement with COUNTY.

**INCOME:**

**AMOUNT**

Total Monthly Income: \_\_\_\_\_

**EXPENSES:**

Automobile Insurance: \_\_\_\_\_

Homeowners/Renters Liability Insurance: \_\_\_\_\_

Mortgage/Rent: \_\_\_\_\_

Telephone/Communication: \_\_\_\_\_

Utility: \_\_\_\_\_

Food: \_\_\_\_\_

One-days clothing: \_\_\_\_\_

Laundry items for ESC beds: \_\_\_\_\_

Linen for ESC beds: \_\_\_\_\_

Other items for availability of ESC beds: \_\_\_\_\_

List: \_\_\_\_\_

\_\_\_\_\_

**Total Monthly Expenses:** \_\_\_\_\_

**Income Over Expenses:** \_\_\_\_\_

**EMERGENCY SHELTER CARE SERVICES****INVOICE TO BE USED BY CONTRACTOR TO BILL COUNTY**

TO:

FROM:

EMERGENCY SHELTER CARE COORDINATOR

DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
 OUT OF HOME CARE PROGRAMS  
 9320 TELSTAR AVENUE, SUITE 216  
 EL MONTE, CA 91731

Name (Please Print)

Street Address

City

Zip

A. I certify that I provide a total of \_\_\_\_\_ bed(s)

License Number

Social Security Number

B. I certify that for the month of \_\_\_\_\_, 200\_\_\_\_, these beds were available as follows:

Bed Spaces	Age Group (Child/Youth/Teen Mom/ Sibling Group)	Monthly Rate	Daily Rate	Days Available	Amount
1.	_____	\$ _____	\$ _____	X _____ =	\$ _____
2.	_____	\$ _____	\$ _____	X _____ =	\$ _____
3.	_____	\$ _____	\$ _____	X _____ =	\$ _____
4.	_____	\$ _____	\$ _____	X _____ =	\$ _____

**Total \$ \_\_\_\_\_**

C. I certify that the amount totaled above is for the after hours bed availability in my home in the month as stipulated in Section B.

Signature of Contractor

Date

D. I agree that the total amount in Section B is due this Contractor for Emergency Shelter Care.

 Robert P. Rogers, Ph.D., Program Manager  
 Emergency Shelter Care

Date

 Elizabeth Howard, Division Chief  
 Out of Home Care Programs Division

Date

**EMERGENCY SHELTER CARE REPORTING PROCEDURE**

TO REPORT	HOURS	DAYS	PHONE NUMBER	CONTACT
PLACEMENTS AND VACANCIES	24 HOURS	Sun.-Mon.	(626) 455-4612	Shelter Care Staff
RUNAWAYS	24 HOURS 24 HOURS 8:00 a.m.-5:00p.m.	Any Day Any Day Mon.-Fri.	Your Local Police Dept. (800) 540-4000 Regional Office	Police Personnel Hot Line Social Worker
EMERGENCIES	After Hours and Weekends	Evenings Nights Weekends and Holidays	(800) 540-4000	Hot Line
Stop Budget (Call must be made for each minor that leaves your home)	8:00 a.m.-5:00 p.m.	Monday Thru Friday	(800) 697-4444	Operator

**EMERGENCY SHELTER CARE STAFF**

Robert P. Rogers, Ph.D., Program Manager.....(626) 569-6813

Jane Garcia, Program Coordinator.....(626) 569-6873

## PLACEMENT TERMINATION OF FOSTER CHILD

Instructions: Complete this form in duplicate, give original to Foster Caregiver at time of removal, and retain copy in service case.

### Caregiver and Placement Information

Caregiver Name
Placement Street Address
City/State/Zip

### Removal and Payment Information

Date of Removal	Payment Stop Date
-----------------	-------------------

### Signatures

Children's Social Worker	Date
Supervising Children's Social Worker	Date
Foster Caregiver	Date

Confidential case records pursuant to WIC 827 and order of the Los Angeles County Juvenile Court

DCFA 489-2 (Rev.4/30/2001)

## COMMAND POST CONTACT NUMBERS

<b>Regional Administrator.....(213) 639-4796</b>	<b>Monday-Thursday 9:00 a.m. - 6:30 p.m.</b>
<b>Assistant Regional Administrator.....(213) 639-4494</b>	<b>Sunday-Wednesday 2:00 p.m. - 12:30 a.m.</b>
<b>Assistant Regional Administrator.....(213) 639-4492</b>	<b>Wednesday-Saturday 2:00 p.m. – 12:30 a.m.</b>
<b>Supervisors.....(213) 639-4500</b>	<b>All Week</b>
<b>Technical Assistant..... (213) 639-4488 (213) 639-4489</b>	<b>All Week All Week</b>

## REVENUE ENHANCEMENT Payment Hot-Line (800) 697-4444

Confidential case records pursuant to WIC 827 and order of the Los Angeles County Juvenile Court

## TERMINATION OF EMERGENCY SHELTER CARE CONTRACT

Date: \_\_\_\_\_

To: Program Manager  
Emergency Shelter Care Program

From: \_\_\_\_\_  
Foster Parent (Please print name)

This is my 30 days advance notice of terminating my contract with the Emergency Shelter Care Program. Such termination shall be effective 30 days from the date of postmark, or date on which this Notice of Termination is personally delivered to COUNTY pursuant to Section 11.0, Notices, of this Agreement.

I understand that I shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by me after termination of this contract.

I understand that I would be responsible for the accuracy of final invoices submitted to COUNTY. Any overpayment received by me shall be returned to COUNTY within 30 days of receiving notification of such overpayment from the COUNTY.

\_\_\_\_\_  
Foster Parent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

## REQUEST FOR TIME OFF

Date: \_\_\_\_\_

To: Program Manager  
Emergency Shelter Care Program

From: \_\_\_\_\_  
Foster Parent (Please print name)

This is my 30 days advance notice of time off as I will be:

- ☐ On Vacation
- ☐ Off Call (Time off)
- ☐ Other: \_\_\_\_\_  
\_\_\_\_\_

I understand that all leaves of absence (without compensation) must be taken in weekly increments of not less than seven (7) days each.

My time off will begin on \_\_\_\_\_ and  
Day of Week Date

will end on \_\_\_\_\_  
Day of Week Date

I will be ready to resume accepting minors in my home on a continuous 24-hour/ 7-days basis  
on \_\_\_\_\_.  
Day of Week Date

\_\_\_\_\_  
Foster Parent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

## ENTER CONTROL LOG

**FOSTER PARENT:** \_\_\_\_\_

**LICENSE NUMBER:** \_\_\_\_\_

**MONTH:** \_\_\_\_\_, 200\_\_\_\_\_

☐ I did not receive any placement this month

☐ I certify that for the month of \_\_\_\_\_, 200\_\_\_\_\_, the ESC bed utilization was as follows:

Name of Minor	DOB	Bed Category	Case Number	Placement Date	Exit Date *	Total Days in ESC in the Month	Children's Social Worker

**Note:** \* If child is still in the ESC, enter "N/A"

Revised 2004



## **FOSTER YOUTH BILL OF RIGHTS**

The California Youth Connection, a statewide organization of youth in the foster care system, has written the "Foster Youth Bill of Rights". It is an objective of foster care to ensure that the personal rights of individuals who are in out-of-home care are protected subject to limitations inherent in the foster caregiver's responsibility to ensure resident safety, safety of others and foster caregiver's role as parent as described in the case plan/case plan update, court order and treatment plan. Any restrictions on the rights of each individual child must be approved by COUNTY Program Director on a case-by-case basis. These rights, include the following:

### **I. The right to be treated with respect.**

1. The facility shall ensure that the resident and his/her authorized representative(s) are offered the opportunity to participate in the development of the needs and service plan. 84068.2(d)
2. Facilities shall ensure that privacy rights of residents are respected, individual privacy shall be provided in all toilet, bath, shower, and dressing areas. 84088(b)(4)
3. Staff shall treat residents with respect and shall be prohibited from humiliating, intimidating, ridiculing, coercing or threatening residents. 80072 (a)(3)
4. Access to bathrooms shall not be unreasonably limited during waking or sleeping hours.
5. Residents shall have the right to be free to attend religious services and activities of their choice. Attendance at religious services, in or out of the facility, shall be on a completely voluntary basis. 80072 (a)(5)(A)
6. Residents shall have the right to have visitors visit privately during waking hours without prior notice, provided that such visitations are not prohibited by the resident's needs and services plan; do not infringe upon the rights of other residents; do not disrupt planned activities, and are not prohibited by court order or by the resident's authorized representative(s). 84072 (b)(5)

### **II. The right to adequate living conditions.**

1. The home must meet licensing standards.
2. Residents shall have the right to privacy in their own rooms and shall not be prohibited from closing the doors to their rooms absent specific concerns for the safety of the resident.

3. Residents shall be allowed to possess and use their own toilet articles 84072(b)(7).
4. Residents shall have access to individual storage space for their private use.
5. Residents shall possess and use their own personal items unless prohibited as part of a discipline program. 84072(b)(9)
6. Residents shall be provided with adequate food pursuant to 80076, including between meal nourishment or snacks. 80076(a)(4)
7. Residents who require special diets including vegetarian diets, religious diets or diets based on health needs shall be provided with appropriate food.
8. Residents shall not be required to perform chores which are beyond the scope of expectations as outline in the house rules or discipline information reviewed at placement by COUNTY worker and resident except on a voluntary basis and for compensation.

**III. The right to adequate voluntary medical, dental and psychiatric care.**

1. Non-resident staff shall not make medical decisions about the severity of an illness or injury or screen resident requests for medical attention without consultation with a physician, a nurse or a trained health practitioner.
2. Psychotropic medications shall not be administered without parental consent, court order or compliance with court policy for administration of psychotropic medications.
3. Facility staff shall respect the confidentiality of residents' medical or psychiatric treatment. Information about this treatments shall not be generally available to staff.
4. Residents have the right to a second opinion if requested before being required to undergo intrusive medical, dental or psychiatric procedures provided there is a resource for payment such as private insurance coverage for the resident Medi-Cal authorization, etc.
5. Residents have the right to contact their COUNTY social worker regarding receiving or rejecting medical care or health related services. 80072(a)(9)

County of Los Angeles  
Department of Children and Family Services

**EXHIBIT B: ATTACHMENTS**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

## ATTACHMENT A

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**AUDITOR–CONTROLLER CONTRACT ACCOUNTING  
AND ADMINISTRATION HANDBOOK**

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

## **AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor), which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all-inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's Subcontractors must also follow these standards unless otherwise stated in the Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 BASIS OF ACCOUNTING**

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

#### **1.1 The County recommends the use of the accrual basis for recording financial transactions.**

##### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

#### **1.2 If an agent elects to use the cash basis for recording financial transactions during the year:**

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

### 1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

## 2.0 ACCOUNTING SYSTEM

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

### 2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

### 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- Date
- Receipt number
- Cash debit columns
- Income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)



### 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- Date
- Check number
- Cash (credit) column
- Expense account name
- Description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

### 2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

### 2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- If the contractor uses account titles, which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the

account titled "travel" or "travel expense" and not intermixed with other expense accounts.

## 2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number
- Salary (hourly wage)
- Payment Record including:
  - Accrual period
  - Gross pay
  - Itemized payroll deductions
  - Net pay amount
  - Check Number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursement journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

# 3.0 RECORDS

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

## 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum COUNTY reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

### 3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of

actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

#### 3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – numerically
- Invoices – vendor name and date
- Vouchers – numerically
- Receipts – chronologically
- Timecards – pay period and alphabetically

#### 3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- Invoices – vendor name and date
- Checks – number
- Vouchers – number
- Revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

### 4.0 **DONATIONS AND OTHER SOURCES OF REVENUE**

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

### 5.0 **AUDITS**

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five

years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

#### 5.1 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

### 6.0 **SUBCONTRACTS**

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their Subcontractors.

## B. **INTERNAL CONTROLS**

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

### 1.0 **CASH RECEIPTS**

#### 1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

#### 1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

### 1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

### 1.4 Bank Reconciliation

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliation should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliation should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 **DISBURSEMENTS**

### 2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check. Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

### 2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

## 3.0 TIMEKEEPING

### 3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

#### Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

#### Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

#### Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.



#### **4.0 FIXED ASSETS**

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

##### **4.1 Acquisition**

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

##### **4.2 Identification and Inventory**

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

##### **4.3 Security**

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

##### **4.4 Property Management**

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

#### **5.0 BONDING**

All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

## **C. COST PRINCIPLES**

### **1.0 POLICY**

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

#### **1.1. Limitations on Expenditures of Program Funds**

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

#### **1.2 Expenses Incurred Outside the Agreement Period**

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

#### **1.3 Budget Limitation**

Expenses may not exceed the maximum limits shown on the contract budget.

#### **1.4 Unspent Funds**

The County will determine the disposition of unspent program funds upon termination of the contract.

#### **1.5 Necessary, Proper and Reasonable**

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

### **2.0 ALLOCATION OF COST POOLS**

For CONTRACTORs that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

## 2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

## 2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as Subcontractor payments)

## 2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

### Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

### Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

## 2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - Indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

#### Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

#### **D. UNALLOWABLE COSTS**

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

#### **E. OVERPAYMENTS**

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

**F. MISCELLANEOUS REQUIREMENTS**

**1.0 INSURANCE**

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

**2.0 ACTIVITY**

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

**ADMINISTRATION OF CONTRACT**

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME:

CONTRACT NO.

**CONTRACTOR'S ADMINISTRATION:**

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address:

ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

COUNTY PROGRAM MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_

COUNTY CONTRACT PROGRAM MONITOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment M.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

## **2.0 OBLIGATIONS OF CONTRACTOR**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:**

- (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment M;
- (b) Shall Disclose Protected Health Information to COUNTY upon request;
- (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

### **2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.**

### **2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within 48 hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:**

Chief Information Office Privacy Officer  
213-974-2166

The initial telephone report shall be followed by a full written report no later than 10 business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 493  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within 10 business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within 10 business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COUNTY**

- 3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERMS AND TERMINATION**

- 4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:
- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
  - (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
  - (c) If neither termination or cure are feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.



4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

**5.0 MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment M.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment M is contrary to any other provision of this Contract, the provision of this Attachment M shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.

## LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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<b>Vendor Name:</b>	<u>Shobie Enterprises DBA Seahawk Construction</u>	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005

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<b>Vendor Name:</b>	<u>Automation Data Solutions</u>	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

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<b>Vendor Name:</b>	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> (Referred to collectively as "LA Internet")	
Principal Owners:	Ken Reda Albert Reda Louis Cherry	
Debarment Start Date:	September 9, 2003	Debarment End Date: September 8, 2006

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